

REGINALD D. PARR
Plaintiff,

V.

SHERRY EVON DUNEGAN
Defendant.

§ IN THE DISTRICT COURT
§
§
§ 190TH JUDICIAL DISTRICT
§
§
§ OF HARRIS COUNTY, TEXAS

AFFIDAVIT IN SUPPORT OF DEFENDANT'S OPPOSITION TO PLAINTIFF'S
MOTION FOR TEMPORARY INJUNCTION

BEFORE ME, the undersigned authority, on this day personally appeared SHERRY EVON DUNEGAN, who swore on oath that the following facts are true:

"My name is SHERRY EVON DUNEGAN. I am over 18 years of age, of sound mind, and fully competent to make this affidavit. I have personal knowledge of the facts stated herein and they are all true and correct.

"From a chronological view point, I moved in with my parents after months of being asked to do so in 2003. My mom was adamant that they wanted me to be there for them so I could take care of the house while they roamed the county taking four or five trips a year. I really didn't want to as I owned my own home of thirty plus years. As a single mother I raised my four children there, and had a life of my own, I really didn't want to move. But after my mom fell down the stairs and broke her foot and shortly after that my stepdad fell in the bath tub and broke four ribs, then the water heater sprung a leak and flooded the first and second floors of the house while they were on one of their many trips or vacations, I gave in. I know I couldn't stop accidents from



happening but I could be there to help when I was needed. I worked full time from 8 to 5 Monday thru Friday, but was home every evening with them. I helped with keeping up house work, cooking, helped maintain the pool, driving them places, etc. My parents never would have accepted any kind of rent from me, much less expected it.

“My mother died 10-11-2004. Richard was devastated. It seemed like months before he could do anything besides sit and cry. Once he began to deal with the loss I talked to him about my moving back to my house, again he was devastated and begged me not to because he had no immediate family, his parents and his sister had all died too. My heart went out to him so I told him I would stay with him until he died. In 2005, Theresa Morrison, a close friend of the family needed a place to live so Richard let her move in with us. We shared the work load and we all settled into a happy home life. I continued to work as long as I could but it got to the point Richard was calling me once or twice a week with some problem that I needed to come home for. I finally had to quit my job before I got fired this was the end of 2006.

“In 2007 Richard Young made the decision to build a new house for himself and Sherry Dunegan, because of the expense and the upkeep of the Kingwood house was getting harder for him to maintain. He wanted to down size as well as get away from the HOA. After the new house was built the Kingwood house was to be renovated and put on the market to sell. (April or May)

“Richard decided to have a family meeting at Rick & Jennifer Persingers home (because Jennifer was next in line to be a trustee) to inform Reginald that he had decided to take out a home equity loan on the Kingwood house to build a new home in New Caney and that it would not be part of the trust. The house would be titled to Sherry because Reginald had been given several pieces of property and he had been taken care of financially for the past five or six years and would be for the rest of Richard’s life. At this point Reginald had no problem with this plan and agreed. He did sign a paper to this fact, but I have no idea what became of this document. (May or June)

“Richard took out the home equity loan and construction on the new house began. Richard and Sherry visited the construction site 3 or 4 times weekly to keep up with the progress. During this time Richard elected to get rid of some of the furnishings because we were downsizing, he donated furniture in the den to Goodwill and gave away furniture in the formal living and dining rooms. (June or July)

“In October Richard went into the hospital with a low calcium count within the next week he developed MRSA in his heart valve. Because of insurance he was transferred to a long term care facility after 10 days. For the next 30 days he was treated there and developed an infection in his right foot that went into the bone and they had to remove his little toe and the bone that went all the way down his foot. Due to insurance he was again transferred to a nursing home to complete his recovery. During this period I would bring

Richard home on weekends when he was up to it so he could be kept up on the progress of things.

“In 2008 Construction on the new house was completed. I asked Reginald on several occasions to help us with the move and he refused because he was busy or had no one to stay with his animals. So I was forced to take care of this alone. Reginald said he did not want any of the furnishings as he had no place to put them. (He lives in a RV) When we got to the point of cleaning the garage and the yard, I again tried to get Reginald to come & help but he refused however I insisted he come and get 2 large statues from the back yard that were his. He became really upset but he did come and get them he didn't want to take anything else that belonged to him he wanted me to continue to store his belongings, which I did for a while. Once the move was completed and things were settled in I brought Richard home. He only stayed for several weeks and decided he missed the nursing home with all the activities and the friends he had made, so I took him back, but he still came home on weekends occasionally. This went on thru Oct. or Nov. when Richard's health began to deteriorate.

“I started renovations on the Kingwood house in June or July and asked Reginald on several occasions to help paint or clean or what ever he could do, to which he refused most times. He did come over once to help paint the crown molding in the formal dining room. This was the only time he helped out because he diluted the oil base enamel and it took away the gloss and had to

be redone. Renovations were completed in November and I put the house on the market as Richard requested.

"I spent most days at the nursing home with Richard from about 9am till 3 or 4pm. He wanted family around him as much as possible he was insistent about this, I went with him to play bingo, or bunko, then we had lunch and then physical therapy then we would go outside if the weather permitted to just talk or discuss things that needed to be done. I asked Reginald on several occasions to come and spend the day with Richard to help give me some relief but the only thing he would do is come by on Tuesday's or Thursday's for 15 to 30 minutes on his way to or from Houston to pick up food for his animals. I was grateful for any relief.

"There was a time or two late at night the hospital would call and want me to come back up there because Richard would be inconsolable I would call Reginald to see if he would go because I had been up there most of the day, but he refused so I would go back to try to help calm him.

"Richard died 2-11-2009. We met with the trust attorney at which time Reginald told them that I should be responsible for the home equity loan because I never paid rent while I was living at the Kingwood house and the money was used to build the new house and he wanted one hundred thousand dollars over and above his half because of this fact. The attorney brought up the issue of paying off the beneficiaries and Reginald was adamant about not selling any stock but paying them off when the Kingwood house sold. So nothing was resolved at this meeting. The attorney told us we should get our

own attorney to solve the issues. However we did not seek intervention at this time. As time went on the house did not sell and I tried on several occasions to talk to Reginald about selling stock to pay off the beneficiaries but he refused to even consider it. By June I seen the house was not going to sell so I told Reginald I would agree with him and put the house up for lease, which I did. Once the house was leased I asked him if he wanted both names on the lease and his reply was no because I would be the one taking care of it, because he was to busy to be bothered with it. The lease amount was dictated by the going market at the time not by me.

“In 2010, by the time June rolled around several of the beneficiaries had called me stating that they really needed their money because the economy had gotten so bad and some of them were having health issues so again I called Reginald and told him we needed to sell some stock to get everyone paid off. He said the only way he would do that is if I signed a note to him giving him fifty thousand dollars over and above his half, so at this point I agreed. In July we sold one thousand shares of Exxon stock and paid everyone off and I signed the note to him for fifty thousand dollars.

“In August or September of 2011 Reginald came to my house demanding I write him a check for thirty thousand dollars, his half of the profits from the rent on the Kingwood house. I told him there was not that kind of money in the account to which he replied that the house had been leased for over two years for over two thousand dollars a month and so for two years that was over fifty thousand dollars. So I tried to explain to him we had to pay taxes, insurance,

HOA, trail fees, etc. and he wanted to know why the renters didn't pay all of that, and I told him because they didn't own it.

"A couple of weeks later he came over again demanding a check for six thousand dollars at which time I showed him the bank statement and there was about eight thousand dollars in the account and told him that taxes were fixing to come out so I couldn't give him that amount either. A couple of weeks after that he came over wanting our mothers jewelry, I told him he could go look in her jewelry chest and take what ever he wanted that it was mostly costume jewelry, so he wanted to know what happened to her expensive jewelry so I told him that after mom died in 2004 Richard gave it to all the girls in the family, including his daughter. At this point he was livid and wanted to know why he was not notified. I told him that was Richard's doings and I had nothing to do with it. If he had wanted some of it why didn't he ask Richard for it after mom died why did he wait seven years before asking for it. At which point he was really mad and left. Shortly after this I was informed he hired a attorney and here we are.

"Regarding payment to beneficiaries in the Trust, Reginald D. Parr would not work with me on paying off the beneficiaries. He totally refused any suggestion ever presented to him. After months and months of asking he said the only way he would sell any stock was if I would sign a note giving him \$50,000.00 over and above his half. So with the economy so bad, that some of the beneficiaries were in dire straight and some with health issues, I knew they really needed their money so I said okay. I never told Reginald D. Parr or

anyone else that some of the beneficiaries should not be paid. When we went to see the attorneys after my mother died, that was a statement made by Reginald D. Parr to Richard Young and that is when Richard Young made the changes to the beneficiaries. I had nothing to do with that decision. Reginald D. Parr made that statement not me.

“I never agreed to give him \$50,000.00 due to other considerations I received, because there were no other considerations.

“Regarding a loan against the house in Kingwood, two years before Richard Young’s death he obtained a equity loan against the Kingwood house. The loan was never suggested or intended for his care, as he was receiving nearly \$2,700.00 in retirement and social security benefits, plus he had Medicare and Blue Cross & Blue Shield Insurance that paid 100% of his medical, and at this time he was in good health. I never admitted to anyone that I used any portion of loan proceeds to do anything for myself because I did not do that. Before we started construction Richard Yong had a meeting at my daughter’s house where he told Reginald D. Parr of his intention to build a house. He also told Reginald D. Parr that the house was not part of the trust and that it would be put in my name. He said he felt like it was only fair since Reginald Parr had been given property after my mother’s death and because I had given up my home of thirty plus years to help with him and my mother’s care and affairs.

“Before and after Richard Young’s death I was in the process of totally renovating the Kingwood house, because having lived there over 14 years the

house had never been painted. I tried to get help from Reginald Parr on several occasions, but he was always too busy. He came over once to help paint crown molding in the dining room at which time he diluted down the high gloss enamel so much that it took way the high gloss so I had to redo everything he did. That ended my requesting his help and I completed the project had the house appraised for \$352,000.00 and put it on the market to sell in October or November of 2009. Reginald Parr was totally against selling the house because he wanted to lease it out. After being on the market for nine months with only one offer of \$280,000.00, I gave in and agreed to lease it out as Reginald Parr had wanted to do.

“In January 2008 we moved out of the Kingwood house into the new house. Reginald was too busy to help with the move. I did not dispose or give anything to my family or friends. Richard Young donated the furniture in the den to goodwill, and he gave away the furniture in both formal rooms, living room and dining room. Richard Young would have given him anything he wanted. All Reginald Parr had to do was ask. Reginald did not want anything because he lives in a recreational vehicle and does not have the place to put anything.

“I did work with Reginald Parr and tried to sell the house for nine months, as I would have preferred that it sold but it did not sell. When the house was leased \$3,000.00 per month was never discussed with Reginald Parr. It was actually leased for \$2,300.00 which amount was approved by Reginald Parr.

“Regarding Trust bank accounts, I gave Reginald Parr copies of bank statements with explanations the first time he asked for them.

“Primeway was given a death certificate after Richard Young’s death and the bank informed me that I could continue to use the checks with both of our names on them instead of having to buy new checks. I never treated the account as if it were mine. When I made the lease and prior to it being signed, I asked Reginald Parr if he wanted his name on the lease agreement and he said “No” and further informed me that I needed to be the one that handled the lease because he was too busy and had his own affairs. I did not know not listing it as “the trust” would be an issue. Reginald Parr was informed about lowering the lease payment to \$2,000.00 and for three years he did not like it but agreed to it.

“I have refused to be on a joint checking account with Reginald Parr because he had demanded checks on several occasions for amounts ranging from \$10,000.00 to \$30,000.00 and there was not that much money in the account so to give him free reign to write checks for whatever he wanted was out of the question.

“Regarding the title to the Kingwood house, I did not want to have it re-titled in our names because the taxes will go up from about \$3,500.00 a year to about \$8,000.00 or \$9,000.00 a year. I told his attorney they could hire an independent property management company to take over but that it would be at their expense.

“Regarding the Cadillac motor vehicle, I tried to get Reginald Parr to take possession of the car on several occasions as it takes up space in my driveway, but he refused as he did not want it. My daughters never drove the car as they have cars of their own. The subject of selling it was never brought up. As long as it sits in my driveway, I have the responsibility to keep it up and not let it turn into a pile of rust as Reginald Parr has done with several of his automobiles. It is in the trust so the trust pays for the upkeep.

“Regarding my mother’s jewelry, Richard Young distributed my mother’s jewelry to all the girls in the family shortly after my mother’s death. Richard Young also gave away my mother’s personal effects to some of her friends and family and anything that was left he gave to goodwill. I never knew of any promise to Reginald Parr for any of the property. It was 6 or 7 years before he made these accusations.

“Reginald Parr’s personal clothes and effects that had been packed away when he went to prison were taken to him at his home in Cut-n-shoot by myself and Theresa Morrison. He became very irate because he wanted me to continue to store them.

“I did not improperly use the Power of Attorney before Richard Young’s death to divert any funds. I paid for the things he told me to pay including Reginald Parr’s expenses.

“I have not taken complete control of anything nor have I distributed or sold anything from the trust. The car sits in my driveway.

“I would love to liquidate the assets and close the trust, it would relieve a

lot of stress on my part.

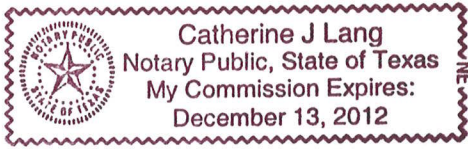
“Further affiant saith not.”

SIGNED on May 18, 2012.

Sherry Evon Dunegan
SHERRY EVON DUNEGAN, Affiant

SUBSCRIBED AND SWORN TO BEFORE ME on this 18th day
of May, 2012.

Catherine J Lang
Notary Public, State of Texas



Unofficial Copy Office of Chris Daniel District Clerk